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I.A.B. CASE # IV 2307346

IAB IV 2307346 April 26, 2012
Mosley, Otis [redacted]
Deputy Sheriff Generalist
Carson Station

The facts in this case support the following allegations:

1. That, in violation of Manual of Policy and Procedures (MPP) section 3-01/050.10, *Performance to Standards,* the Subject, between August 8, 2011, and February 5, 2012, voided numerous Uniform Report Numbers in lieu of authoring the reports.

2. That, in violation of Manual of Policy and Procedures (MPP) section 3-01/100.35, *False Information in Records*, the Subject, between August 8, 2011, and February 5, 2012, voided at least nine Uniform Report Numbers (URNs) in lieu of authoring the reports, falsely claiming on the URN void slips that the victims/informants had changed their minds and were no longer desirous of a report being written.

SUMMARY

Between August 8, 2011, and February 5, 2012, Subject Mosley voided 32 URNs (Exhibit A). The reasons given for voiding the URNs were as follows: *9-File Number Generated in Error, 5-Duplicate File Number, 1-Missing Person Returned Prior to Entry, 2-Unknown, 15-Vicitm/Informant Non-Desirous of Report after File Number Generated*. In 11 of the cases, it appears the URNs were voided for legitimate reasons. However, during the initial inquiry, 9 of the 15 victims/informants noted as being no longer desirous of a report indicated they never directed Subject Mosley not to write a report and, in fact, were under the impression a police report had been generated (Exhibit B).

The criminal classifications for the voided reports are as follows: burglary (vehicle and other structure), vandalism, identity theft, and petty theft. In all instances, there does not appear there would have been workable information and the reports would have been classified as "pending."

On April 18, 2012, as part of this agreement, Subject Mosley authored a memorandum (Exhibit C) in which he admitted to unnecessarily voiding the URNs and, on several of the void slips, to not accurately stating the reasons for voiding them.

There does not appear to be any additional information that would alter the existing findings.

EDUCATION BASED DISCIPLINE

PRELIMINARY STATEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department (hereinafter referred to as "Department") and Deputy Otis Mosley, Employee No. [redacted] (hereinafter referred to as "Deputy Mosley").

RECITALS

The Department and Deputy Mosley are interested parties in a dispute and desire to settle any and all matters involving Internal Affairs Bureau's Investigation No. [redacted] pertaining to Deputy Mosley's voiding Uniform Report Numbers in an attempt to avoid writing reports. Both parties desire to avoid litigation and any and all administrative processes upon the terms and conditions hereinafter set forth.

NOW AND THEREFORE, the Department and Deputy Mosley, for and in consideration of the mutual covenants herein, agree as follows:

1. The Department, upon execution of this Education Based Discipline (EBD) Agreement, will issue a Letter of Imposition for a fifteen (15) day suspension pursuant to Internal Affairs Bureau's Investigation No. 2307346. Deputy Mosley agrees that he will abide by all the conditions set forth and contained within this EBD Agreement.

2. In addition, the Department will hold the fifteen (15) days in abeyance.

3. Deputy Mosley further agrees to attend and complete the below listed EBD courses and understands that failure to complete **all** of the courses and assignments shall result in the imposition of the fifteen (15) days held in abeyance:

    - Lieutenant's Interactive Forum for Education (LIFE) class (8 hours)
    - Deputy Leadership Institute class (16 hours)
    - 7 Habits of Highly Effective People class (24 hours)
    - Respect-Based Leadership class (8 hours)
    - Behavior Stress Management class (4 hours)
    - Write an evaluation on your experience with the EBD process

4. The Department may adjust Deputy Mosley's schedule to participate in EBD courses and EBD items, as EBD is conducted on-duty.

5. Deputy Mosley agrees to cooperate with his Unit Commander to complete the courses as soon as practical, but no longer than one (1) year from the date of execution of this EBD Agreement.

6. Both parties agree and understand that Deputy Mosley's records (including Personnel Performance Index [PPI]) will reflect that a fifteen (15) day suspension was imposed and may be used for the purposes of demonstrating "progressive discipline."

7. Deputy Mosley's PPI will reflect "Founded, Fifteen (15) Day Suspension" as to: Violation of Custody Manual of Policy and Procedures Sections; 3-01/050.10, Performance to Standards and 3-01/100.35, False Information..

8. Deputy Mosley agrees to waive any and all future administrative and/or judicial remedies with respect to this matter and Internal Affairs Bureau No. 2307346. This waiver shall include, but not be limited to, appeals to the Los Angeles County Civil Service Commission and/or the Los Angeles County Employee Relations Commission.

9. Deputy Mosley acknowledges and agrees that he has been provided the opportunity to consult with a labor representative and/or attorney regarding the terms and conditions of this EBD Agreement.

10. The parties further agree that this EBD Agreement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice. This EBD Agreement resolves the dispute between Deputy Mosley and the Department and is not to be applied to any other facts or disputes.

11. In consideration of the terms and conditions set forth herein, Deputy Mosley agrees to fully release, acquit, and forever discharge the County and all present and former officers, employees and agents of the County and their heirs, successors, assigns, and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Deputy Mosley concerning the subject matter referred herein. Additionally, Deputy Mosley specifically acknowledges that he has not been the subject of discrimination in any form, including, but not limited to, discrimination, retaliation or harassment, based upon age, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, parental status, sexual orientation or gender, and that he has no claim against the Department for any such discrimination, whether any such claim is presently known or not known by him.

12. Deputy Mosley further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

    "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

13. Each party hereto represents and agrees that he or it has carefully read and fully understands all of the provisions of this EBD Agreement, and that he or it is voluntarily, without any duress or undue influence on the part of or on behalf of any party, entering into this EBD Agreement.

14. This EBD Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of this EBD Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

15. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this EBD Agreement.

16. The parties agree that the foregoing comprises the entire EBD Agreement between the parties and that there have been no other promises made by any party. Any modification of this EBD Agreement must be in writing.

I have read the foregoing EBD Agreement, and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

Otis M Mosley ________________ 05-07-12 ________________

Deputy Otis Mosley, No. [redacted] Date

For the Department:

________________ ________________

Eddie Rivero, /Captain Date

Carson Station



Leroy D. Baca, Sheriff

County of Los Angeles
Sheriff's Department Headquarters

4700 Ramona Boulevard
Monterey Park, California 91754-2169



June 4, 2012

Deputy Otis Mosley, [redacted]

Dear Deputy Mosley:

You are hereby notified that pursuant to an Education-Based Discipline (EBD) Agreement between you and this Department dated May 7, 2012, you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of fifteen (15) days. However, pursuant to the EBD agreement, the fifteen (15) days will be held in abeyance for a period of twelve (12) months which will end on May 6, 2013. All Department records will reflect, nevertheless, that you received a fifteen (15) day suspension. In accordance with the EBD Agreement, you have agreed to participate in an education-based alternative to discipline. Should you fail to complete any of the terms and conditions of the EBD Agreement, the fifteen (15) days held in abeyance will be imposed.

An investigation under IAB File Number 2307346, conducted by Carson Station, coupled with your own statements, has established the following:

1. [redacted]

2. That in violation of Manual of Policy and Procedures Section 3-01/100.35, False Information in Records, between August 8, 2011 and February 5, 2012, you voided at least nine Uniform Report Numbers (URNs) in lieu of authoring the reports, falsely claiming on the URN void slips that the victims/informants had changed their minds and were no longer desirous of a report being written.

Additional facts and grounds for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet which are incorporated herein by reference.

Prior to imposing this disciplinary action, your unit commander has thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

John H. Clark, Captain
Internal Affairs Bureau

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

JHC:md

c: Advocacy Unit
James R. Lopez, Chief, Field Operations Region II
Internal Affairs Bureau
Personnel Administration
Office of Independent Review (OIR)
Carson Station/Unit Personnel File